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Mechanic's Lien — Liability of Joint Contractors.— Pell et al. v. *Baur*, 31 N. E. Rep. 224 (N. Y.).—Defendant contracted for the masonry on a house to be constructed. One Thornton also independently contracted for the carpenter work. When the contracts were drawn, Thornton and defendant requested that both agreements (for convenience) be merged into one joint contract, although they did not intend to become partners thereby in the work. This could be done; *vide Alger* v. *Raymond*, 7 Bosw. 418. Plaintiff sold Thornton lumber for the building trusting him individually. This was never paid for, and on completion of the house they filed a lien, as sub-contractors, for materials furnished. This lien, if paid by the owner, not only exhausted the amount owed Thornton, but seriously diminished the sum due the defendant. He, therefore, resisted the foreclosure, claiming that he was not bound to make good Thornton's contract. Finch, J., says: "The U. S. statute requires for the establishment of a lienor's right, that the material furnished shall be with the consent of owner and contractors. In this case since the defendant knew that the lumber was supplied, saw it used without objection, availed himself of it in earning the contract price, and took the benefit which it conferred, his consent must be presumed, which, coupled with the owner's, brings it within the statute. Having, therefore, placed himself in the position of a joint-contractor, his unpaid portion of the contract price is subject to any lien incurred by his co-contractor in completing the contract."

Negligence—Proximate and Remote Cause.—Barton v. *Pepin County Agricultural Society*, 52 N. W. Rep. 1129 (Wis.).—An agricultural society permitted private teams to be driven around the race course after the races had been run. While exercising this privilege a driver of a span of four-year-old colts whipped them after they had broken into a run, when he lost all control of them, and running off the track injured a visitor. Held, that the proximate cause of the injury was the whipping of the horses causing them to run away, the wrongful act of the driver; that it was the only cause of the injury, the custom or by the tacit permission of the society's officers for teams to be driven around the race course having no connection with the injury; nor did they cause the injury in not preventing the driver from driving around the track for the injury was not the natural or direct consequence of his merely driving around it and keeping within it, but was caused by his leaving the track, and the running away itself was caused by the driver, not by the officers of the society. Hence the society is not liable.